

AN ORDINANCE approving the awarding of Reference #856 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Tennessee Chemical Company; Bonded Chemicals Corporation; Jones Chemicals, Inc.; Kaiser Chemicals; Hamler Industries, Inc.; and Liquid Carbonic Carbon Dioxide Corporation for the Water Filtration Plant.

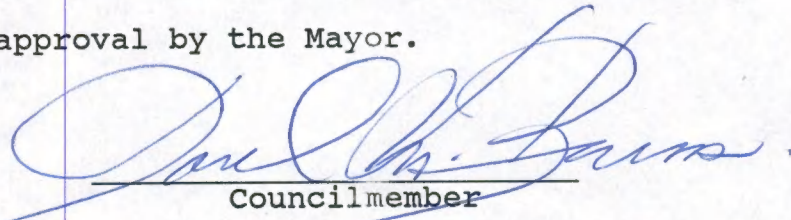
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #856 between the City of Fort Wayne, by and through its Department of Purchasing and Tennessee Chemical Company; Bonded Chemicals Corporation; Jones Chemicals, Inc.; Kaiser Chemicals; Hamler Industries, Inc. and Liquid Carbonic Carbon Dioxide corporation for the Water Filtration Plant respectfully for:

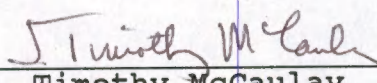
the purchase and delivery of various chemicals for the Water Filtration Plant for 1989;

involving a total cost of Two Hundred Fifty-Eight Thousand Five Hundred Fifty-Four and 10/100 (Tennessee Chemical-\$47,995.20; Bonded Chemicals - \$20,616.00; Jones Chemical -\$24,730.40; Kaiser Chemical - \$39,562.50; Hamler-\$6,300.00; Liquid Carbonic - \$119,350.00), all as more particularly set forth in said Reference #856 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO. 856
FILTRATION PLANT
CHEMICALS

DESCRIPTION	LIQUID CARBONIC	LCI LTD	CARBON DIOXIDE	JONES CHEMICAL	HAMLER	KAISER	TENNESSEE	BONDED
FERRIC SULFATE, BULK	N/B	N/B	N/B	N/B	N/B	N/B	\$117.00	N/B
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	\$41.40	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/B	N/B	\$35.60	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FERRIC SULFATE, BAGS	N/B	N/B	N/B	N/B	N/B	N/B	\$141.00	\$141.00
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	\$30.80	\$30.80
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/B	N/B	\$35.60	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
LIQUID CHLORINE/CAR	N/B	N/B	N/B	\$189.42	N/B	N/B	N/B	N/B
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	\$50.00 **	N/B	N/B	N/B	N/B
LIQUID CHLORINE/CYL	N/B	N/B	N/B	\$450.00 ***	N/B	N/B	N/B	N/B
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SODIUM SILICFLUORIDE	N/B	\$28.00	N/B	N/B	\$500.00	N/B	N/B	\$560.00
FREIGHT/TRUCK	N/B	\$33.40	N/B	N/B	N/B	N/B	N/B	\$34.55
DEMURRAGE	N/B	\$100.00 *	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	\$27.50	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SODIUM CHLORITE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
ANHYDROUS AMMONIA	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/TRUCK	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/B	N/B	N/B	N/B	N/A	N/B	N/B	N/B
DEMURRAGE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B
LIQUID CARBON	\$55.00	N/B	\$58.50	N/B	N/B	N/B	N/B	N/B
FREIGHT/TRUCK	PAID	N/B	NONE	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	NONE	N/B	NONE	N/B	N/B	N/B	N/B	N/B
FREIGHT/RAIL	N/A	N/B	NONE	N/B	N/B	N/B	N/B	N/B
DEMURRAGE	N/A	N/B	NONE	N/B	N/B	N/B	N/B	N/B

*IF IT TAKES MORE THAN 11 1/2 HOURS

**AFTER 120 DAYS

***\$750 EACH DEPOSIT

Read the first time in full and on motion by Burns, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. ~~PASSED~~ Lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 12-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-194-88
on the 27th day of December, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 1988, at the hour of 11:00 o'clock 4 .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of January, 1989, at the hour of 2:50 o'clock 1 .M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant

AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

X FIRM NAME Tennessee Chemical Company
STREET ADDRESS 3400 Peachtree Rd. Suite 4
CITY Atlanta, Georgia 30326
BY Edward J. Diehl PHONE (404) 239-6700
REPRESENTATIVE SIGNATURE
Edward J. Diehl, VP, Sales & Marketing

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 14, 1988
 1. Governmental Unit: City of Fort Wayne - Dept. of Purchases
 2. County: _____
 3. Bidder (Firm): Tennessee Chemical Company
 Address: 3400 Peachtree Road, N.E. Suite 401
 City/State: Atlanta, Georgia 30326
 4. Telephone Number: (404) 239-6700
 5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Edward J. Diehl
 Signature of Bidder or Agent
 E. J. Diehl
 Vice President, Sls. & Marketing

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

Georgia
 STATE OF ~~MISSISSIPPI~~)
) SS:
Fulton COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Tennessee Chemical Company
 Bidder (Firm)

Edward J. Diehl
 Signature of Bidder or Agent
 E. J. Diehl, VP, Sls. & Marketing

Subscribed and sworn to before me this 14TH day of November, 1988.
 My Commission Expires: My Commission Expires Jan. 23, 1989

County of Residence: FULTON

Helen W. Coulson
 Notary Public

HELEN W. COULSON
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

Price for product is firm for 90 days, with quarterly price protection. Any change in freight rate is for buyer's account. Terms: Net 30 days.

	COST PER TON (PRODUCT ONLY)	FREIGHT COST PER TON		FREIGHT COST PER TON		DELIVERY TIME
		BY TRUCK	DEMURRAGE	BY RAIL	DEMURRAGE	
FERRIC-SULFATE (EST. 423 TON) --	NT \$ 117.00 BULK	M/W 48M \$ 41.40 NT	\$	M/W 100M \$ 35.60 NT	\$	\$
FOB, Copperhill, TN Pallets extra: \$7.15 each.	NT \$ 141.00 BAGS	M/W 42M \$ 30.80 NT	\$	\$ 35.60 NT	\$	\$
LIQUID CHLORINE (EST. 124 TON)	\$No bid CAR	\$	\$		Rail: Approx. 10 days Truck: Approx. 3 days	\$
	\$ CYL	\$	\$	\$		\$
SODIUM SILICOFLUORIDE (EST. 75 TON)	\$No bid BAG	\$	\$	\$		\$
SODIUM CHLORITE (EST. 16 TON)	\$No bid	\$	\$	\$		\$
ANHYDROUS AMMONIA (EST. 15 TON)	\$No bid	\$	\$	\$		\$
LIQUID CARBON DIOXIDE (EST. 2,170 TON)	\$No bid	\$	\$	\$		\$

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY

Enclosed are bid deposit check for \$2,982.00 , typical analysis and MSDS. One-pound sample of product has been sent separately.

BID OFFER OR PROPOSAL

<u>Class or Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
	423 tons		Ferric Sulfate (Ferri-Floc)		
			100# Bags	\$141.00/NT	
			F.O.B. Copperhill, TN		
			Freight: Rail	\$ 35.60NT, M/W 100,000#	
			Truck	\$ 30.80NT, M/W 42,000#	
			Pallets	\$ 7.15 ea.	
			Total Rail:		\$176.60 NT
			Total Truck:		\$171.80 NT
			Bulk	\$117.00/NT	
			F.O.B. Copperhill, TN		
			Freight: Rail:	\$ 35.60NT, M/W 100,000#	
			Truck:	\$ 41.40NT, M/W 48,000#	
			Total Rail:		\$152.60 NT
			Total Truck:		\$158.40 NT

Price for product is firm for 90 days, with quarterly price protection thereafter.

Any change in freight rate is for Buyer's account.

Terms: Net 30 days

NOTE: Referring to Penalty Clause, page S-1&2, we can only guarantee that we will ship material on date requested. We cannot guarantee delivery by railroad to be on time. We will expedite all shipments to insure to the best of our ability to have them arrive on day requested.

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of TENNESSEE CHEMICAL COMPANY
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of TENNESSEE CHEMICAL
COMPANY, that TENNESSEE CHEMICAL COMPANY
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 8th day of November, 1988.

Linda C. Ross
(Name of Bidder/Vendor)

Linda C. Ross, Personnel Director
(Name and Title of Person Signing)

TECHNICAL DATA

April, 1985

FERRI-FLOC®

FERRIC SULFATE -- PARTIALLY HYDRATED

Typical Chemical Analysis

Water Soluble Iron Expressed as Fe	20.9%
Water Soluble Fe ⁺⁺⁺	19.4%
Water Soluble Fe ⁺⁺	1.5%
Insolubles Total	5.5%
Free Acid	2.7%
Moisture	3.5%

Typical Screen Analysis

Through 20 mesh	50.0%
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FER



TENNESSEE CHEMICAL COMPANY

BASIC PRODUCERS OF COPPER, SULFUR, AND IRON COMPOUNDS

3400 Peachtree Road, N.E., Suite 401, Atlanta, Georgia 30326 Telephone (404) 239-6700 EasyLink 62029635 Telex 981036
Western Region - 553 Clark Street, Pittsburg, California 94565 - Phone (415) 439-1016

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant
AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: net %
IF PAID WITHIN 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME BONDED CHEMICALS CORPORATION
STREET ADDRESS 200 S. JACKSON STREET
CITY LIMA, OHIO 45802
BY D. Frank PHONE 419-227-1816
REPRESENTATIVE SIGNATURE

	COST PER TON (PRODUCT ONLY)	FREIGHT COST PER TON		FREIGHT COST PER TON		DELIVERY TIME, A.R.O.
		BY TRUCK	DEMURRAGE	BY RAIL	DEMURRAGE	
FERRIC-SULFATE (EST. 423 TON)	\$ NO BID BULK	\$	\$	\$ NO BID	\$	\$
	\$ 141.00 BAGS	\$ 30.80	\$ -0-	\$ NO BID	\$	\$ 5 (FIVE) DAYS
LIQUID CHLORINE (EST. 124 TON)	\$ NO BID CAR	\$	\$	\$ NO BID	\$	\$
	\$ NO BID CYL.	\$	\$	\$ NO BID	\$	\$
SODIUM SILICOFLUORIDE (EST. 75 TON)	\$ 560.00 BAG	\$ 34.55	\$ -0-	\$ NO BID	\$	\$ 5 (FIVE) DAYS
SODIUM CHLORITE (EST. 16 TON)	\$ NO BID	\$	\$	\$ NO BID	\$	\$
ANHYDROUS AMMONIA (EST. 15 TON)	\$ NO BID	\$	\$	\$ NO BID	\$	\$
LIQUID CARBON DIOXIDE (EST. 2,170 TON)	\$ NO BID	\$	\$	\$ NO BID	\$	\$

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of BONDED CHEMICALS CORPORATION
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

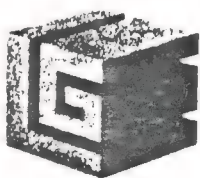
WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of BONDED CHEMICALS CORPORATION
_____, that BONDED CHEMICALS CORPORATION
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 16th day of November, 1988.

BONDED CHEMICALS CORPORATION
(Name of Bidder/Vendor)

R. E. Frank
R. E. FRANK, VICE PRESIDENT
(Name and Title of Person Signing)



GARDINIER INC.

• • • • •
Telephone 813 - 677 9111 • TWX 010 - 876 0648 • Telex 52666 • Cable - Gardinphos

SPECIFICATIONS

SODIUM SILICOFLUORIDE

Na_2SiF_6	NOT LESS THAN	99.0%
H_2O	NOT MORE THAN	0.5%
NaHF_2	NOT MORE THAN	0.5%

TYPICAL SCREEN ANALYSIS

SODIUM SILICOFLUORIDE

ALL GRANULAR GRADES

GRADE R
GRADE F

		<u>TYLER STANDARD</u>	<u>U.S. STANDARD</u>
98% (Min.)	THRU	40 MESH	12 MESH
80 - 95%	THRU	100 MESH	100 MESH
30 - 60%	THRU	200 MESH	200 MESH
LESS THAN 20%	THRU	325 MESH	325 MESH

NOTE: TYLER STANDARD SIEVES ARE USED.

GUARANTEED TO MEET AWWA SPECIFICATIONS

MAY 1987

TECHNICAL DATA

April, 1985

FERRI-FLOC

FERRIC SULFATE -- PARTIALLY HYDRATED

Typical Chemical Analysis

Water Soluble Iron Expressed as Fe	20.9%
Water Soluble Fe ⁺⁺⁺	19.4%
Water Soluble Fe ⁺⁺	1.5%
Insolubles Total	5.5%
Free Acid	2.7%
Moisture	3.5%

Typical Screen Analysis

Through 20 mesh	50.0%
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FER



TENNESSEE CHEMICAL COMPANY

BASIC PRODUCERS OF COPPER, SULFUR, AND IRON COMPOUNDS

3400 Peachtree Road, N.E., Suite 401, Atlanta, Georgia 30326 Telephone (404) 239-6700 EasyLink 62029635 Telex 981036
Western Region - 553 Clark Street, Pittsburg, California 94565 - Phone (415) 439-1016

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 16, 1988

1. Governmental Unit: CITY OF FORT WAYNE, INDIANA

2. County: ALLEN COUNTY, INDIANA

3. Bidder (Firm): BONDED CHEMICALS CORPORATION

Address: P.O. BOX 1870, 200 S. JACKSON STREET

City/State: LIMA, OHIO 45802

4. Telephone Number: 1-419-227-1816 (COLLECT)

5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE, IN (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent
R. E. FRANK, VICE PRESIDENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF ~~XXXXXX~~ OHIO
) SS:
 ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BONDED CHEMICALS CORPORATION
Bidder (Firm)

R. Frank
Signature of Bidder or Agent

Subscribed and sworn to before me this 16th day of November, 1988

My Commission Expires: 2-13-90
County of Residence: Allen Co. Ohio

Laura B. Widener
LAURA R. WIDENER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Feb. 13, 1990
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, BONDED CHEMICALS CORPORATION
P.O.BOX 1870, 200 S. JACKSON STREET, LIMA, OHIO 45802
(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COM-
PANY, a corporation organized under the laws of the State of Ohio, with its principal office in the
City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of
as Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

(hereinafter called the Obligee) in the penal sum of FIVE THOUSAND EIGHTY THREE AND 00/100----

-----Dollars (\$5,083.00----)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns.

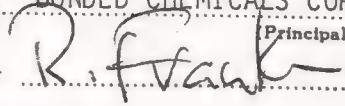
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has
submitted the accompanying bid, dated November 17 1988, for

WATER TREATMENT CHEMICALS

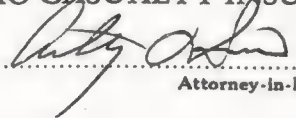
NOW, THEREFORE, if the Obligee shall make any award according to the terms of said
bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said
bid and give bond for the faithful performance thereof within the time specified; or if no time is
specified within thirty days after the date of said award; or if the Principal shall, in the case of failure
so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of
such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: other-
wise to remain in full force and virtue.

Signed, Sealed and Dated this 16th day of November, 1988.

BONDED CHEMICALS CORPORATION

By  (Principal)

THE OHIO CASUALTY INSURANCE COMPANY

By  19/1
Attorney-in-Fact

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Anthony J. Sarno or Thomas A. Sarno - - - - - of Lima, Ohio - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE HUNDRED THOUSAND - - - - - (\$500,000.00 - - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.



STATE OF OHIO,
COUNTY OF BUTLER

} SS.

In WITNESS WHEREOF, the undersigned, officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 4th day of June 19 84.

Richard T. Hoffman
Asst. Secretary

On this 4th day of June A. D. 19 84 before

the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Richard T. Hoffman, Asst. Secretary - - - of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Bibe
Notary Public in and for County of Butler, State of Ohio
My Commission expires December 24, 1986.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of Nov. A.D., 19 88



S-4300-C 12-80-3M

Edward W. Sullivan
Assistant Secretary

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant

AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME JONES CHEMICALS, INC
STREET ADDRESS 600 BETHEL AVE
CITY BEECH GROVE, IN 46107
BY WM L Starcher PHONE 317/787-8
REPRESENTATIVE SIGNATURE
WM. L. STARCHER, BRANCH MANAGER

	COST PER TON (PRODUCT ONLY)	FREIGHT COST PER TON		FREIGHT COST PER TON		DELIVERY TIME A.R.O.
		BY TRUCK	DEMURRAGE	BY RAIL	DEMURRAGE	
ERRIC-SULFATE ST. 423 TON)	\$ NO BID BULK \$ NO BID BAGS	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
QUID CHLORINE ST. 124 TON)	\$ 189.42/ton \$ 450.00/ton 750.00/EACH DEPOSIT	\$ \$ 0 \$	\$ \$ 0 \$	\$ 0 \$ \$	\$50.00/day after 120 days \$	\$ 2-3 wks \$
DIUM LICOFLORIDE ST. 75 TON)	\$ no bid BAG	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
DIUM CHLORITE ST. 16 TON)	\$ NO BID	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
HYDROUS MONIA ST. 15 TON)	\$ NO BID	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$
QUID CARBON OXIDE ST. 2,170 TON)	\$ NO BID	\$ \$	\$ \$	\$ \$	\$ \$	\$ \$

ST. FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY



Jones Chemicals, Inc.
LeRoy, New York 14482
And principal cities
716-768-6281

BEECH GROVE, IND.
CALEDONIA, N.Y.
CHARLOTTE, N.C.
FESTUS, MO.
FORT LAUDERDALE, FLA.
HENDERSON, NEV.
JACKSONVILLE, FLA.
MERRIMACK, N.H.
MILFORD, VA.
MILPITAS, CALIF.
MOBILE, ALA.
ST. PETERSBURG, FLA.
TACOMA, WASH.
TORRANCE, CALIF.
WARWICK, N.Y.
WYANDOTTE, MICH.

INVOICE NO. _____
DATE November 15, 1988

600 BETHEL AVE., BEECH GROVE, IN 46107
317/787-8381

TERMS NET 30 DAYS

PRICES QUOTED ARE
F.O.B. destination

DELIVERY _____

T
O

City of Fort Wayne
Allen County
One Main Street, Room 350
Fort Wayne, IN 46802

Atten: Purchasing Dept

Thank you for allowing us to quote as follows;

ITEM & DESCRIPTION		PRICE	UNIT
124 tons	55 Ton Tank Car Liquid Chlorine	\$189.42	ton
	\$50.00 day Demurrage after 120 days		
	1 ton container Liquid Chlorine	\$450.00	ton
	Container Deposit	750.00	ea

Prices firm for one year

BY

Wm. L. Starcher
Wm. L. Starcher

TITLE

Branch Manager
per

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Jones Chemicals, Inc
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Jones Chemicals, Inc
_____, that Wm. L. Starcher
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 15th day of November, 19 88.

JONES CHEMICALS, INC
(Name of Bidder/Vendor)

Wm L Starcher
(Name and Title of Person Signing)
WM. L. STARCHER, BRANCH MANAGER

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company JONES CHEMICALS, INC
 Address 600 BETHEL AVE City BEECH GROVE
 Zip 46107 Phone 317/787-8381

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

WM. L. STARCHER

BRANCH MANAGER

PLEASE PRINT

Title

Date 11-15-88 Signature _____

1. Does your firm have a written Affirmative Action Program? X Yes No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No
3. Current number of employees 27
 Number of employees as of October 1987 30 January 1988 27 April 1988 30
 and July 1988 30

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
MGR	Unknown	3
SALES	"	2
OFFICE	"	3
LABORERS	"	19

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
2	1							
2								
	3							
	1			1				

Handicapped: Yes X No

List Number _____

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

6. List minority recruitment sources: _____

7. Does your company anticipate an increase in employment this year? _____ Yes ☒ No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers _____ %
B. Professionals _____ %
C. Technicians _____ %
D. Sales Workers _____ %
E. Office and Clerical _____ %
F. Skilled Craftsmen _____ %
G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

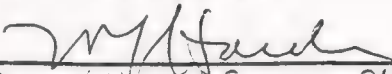
It is the policy of _____ that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy _____ will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The _____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Jones Chemicals, Inc

11-15-88

Name of Company or Firm

Date



Signature of Highest Company Official Wm. L. Starcher

Branch Manager

Name and Title of Signer (Please type or Print)

JONES
CHEMICALS

EQUAL EMPLOYMENT OPPORTUNITY

JONES CHEMICALS, INC. is committed to provide equal employment opportunity to all citizens without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference except where sex is a bona fide occupational qualification.

Equal Employment Opportunity Policy

The employment policies and practices of JONES CHEMICALS, INC. are to recruit and to hire employees without discrimination because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law.

JONES CHEMICALS, INC. recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit, and to encourage all persons to seek employment with the Company and to strive for advancement on this basis.

JONES CHEMICALS, INC.



R. B. Jones
President & C.E.O.

- 2 -

AFFIRMATIVE ACTION PROGRAM

Communication of Equal Employment Opportunity Policy

The Company will take appropriate steps to insure that internal and external sources are advised of it's policy of non-discrimination and of it's interest in actively and affirmatively providing equal employment opportunity such as:

1. An affirmative E.E.O. policy statement reflecting management's concern and interest in furthering equality of employment opportunity and the desire to increase the frequency by which minorities apply for Company jobs will be prepared by the President & CEO and posted on the Company bulletin boards.
2. The Company will inform all recruiting sources of the Company's E.E.O. Policy and Affirmative Action Program.
3. The Company Policy will be made known to minority organizations in each applicable community in which branches are located.
4. The President & CEO of the Company will have a discussion of the E.E.O. Progress and Affirmative Action at meetings held at each branch at least once each year.
5. The President & CEO will conduct special meetings with supervision at each branch to explain the E.E.O. Policy, and it's Company-wide implementation; and the responsibilities of each supervisor in carrying out the policies. The emphasis will be on results.

- 3 -

Responsibility For Implementation

The ultimate responsibility for the implementation of Jones Chemicals, Inc., Company's Affirmative Action Program lies with the President & CEO, Mr. Robert B. Jones.

Reporting directly to the President & CEO is Mr. Vito Pricola, Exec. Vice President & COO, who certifies all statements of Compliance with both E.E.O. and the Affirmative Action Program. Each Branch Manager will be responsible for recruitment and personnel administration and insures the adherence to E.E.O. policies to those areas.

Mr. Pricola is also responsible for utilizing employment personnel assigned to accomplish the following:

- a. Maintaining required employment records, statistical data, and analysis of required reports.
- b. Submission of E.E.O. reports on an annual basis.
- c. Preparation and revision of Affirmative Action Plan.
- d. Liaison with Branch Managers in analysis of work force by job catagories to establish hiring goals.
- e. Investigation of any reported or suspected discriminatory actions or non-compliance with approved Affirmative Action Plan.
- f. Recommendations for action oriented programs to improve E.E.O. status or correct problem areas.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11-15, 1988

JONES CHEMICALS, INC

Name of Bidder

By:

WM. L. STARCHER

Title:

BRANCH MANAGER

Official Address: (including zip code)

600 BETHEL AVE

BEECH GROVE, IN 46107

[illegible]


BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11-15-88
1. Governmental Unit: CITY OF FORT WAYNE
2. County: ALLEN
3. Bidder (Firm): JONES CHEMICALS, INC
Address: 600 BETHEL AVE
City/State: BEECH GROVE, IN 46107
4. Telephone Number: 317/787-8381
5. Agent of Bidder (if applicable): WM. L. STARCHER, BRANCH MANAGER

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent
WM. L. STARCHER
BRANCH MANAGER

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

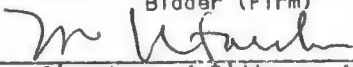
Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
MARION COUNTY)

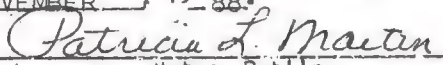
The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

JONES CHEMICALS, INC
Bidder (Firm)

Signature of Bidder or Agent
WM. L. STARCHER, BRANCH MANAGER

Subscribed and sworn to before me this 15th day of NOVEMBER, 1988.

My Commission Expires: 1-7-92
County of Residence: JOHNSON


Notary Public

PATRICA L. MARTIN
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:



INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA PENNSYLVANIA

Proposal or Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JONES CHEMICALS, INC.

as principal, and the INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at Philadelphia, Pa., as surety, are held and firmly bound unto

CITY OF FORT WAYNE

as obligee, in the penal sum of FIVE PERCENT AMOUNT OF BID------(5%)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 10th day of NOVEMBER A. D. 19 88
WHEREAS, the said principal is herewith submitting proposal for

FURNISHING THREE RIVERS FILTRATION PLANT
LIQUID CHLORINE

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

JONES CHEMICALS, INC.

Wm. L. Starcher, Branch Manager

INSURANCE COMPANY OF NORTH AMERICA

By
ANNETTE L. RIVERA, ATTORNEY IN FACT

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 3.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **HOWARD R. BOYLE, JAMES P. REILLY, ROBERT C. URBAN, ED VAN NAME, STEPHEN LEGGETT, ERIC M. ALTMAN, WILLIAM P. COSGROVE, ANNETTE L. RIVERA, MARIE E. COLLAZO, and FLORENCE J. MEEHAN**, all of the City of New York, State of New York-----

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **FIVE MILLION-----** DOLLARS (\$ 5,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 7th day of November 19 88



INSURANCE COMPANY OF NORTH AMERICA

by

John B. Fitzgerald, Jr.
JOHN B. FITZGERALD, JR., Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 7th day of November

A.D. 19 88 before me, a Notary Public of

the Commonwealth of Pennsylvania in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year



Julia Anna Rohana
Julia Anna Rohana - Notary Public
Philadelphia, Philadelphia County, Pa.
My Commission Expires August 20, 1990

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 10th day of NOVEMBER 19 88



James S. Wyllie
James S. Wyllie Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER Nov. 7, 1990

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 10th day of NOVEMBER, 19 88, before me personally appeared ANNETTE L. RIVERA to me known who, being by me duly sworn, did depose and say: That he resides in NEW YORK

; that he is Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, the corporation described in and which executed for foregoing instrument: that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Attorney-in-Fact by order of the Board of Directors of said Corporation; and the deponent saith further that the Superintendent of Insurance of the State of New York has, pursuant to Section 327 of the Insurance Law of the State of New York, issued to the INSURANCE COMPANY OF NORTH AMERICA his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto; and that such certificate has not been revoked; and that the assets of said Company, unencumbered and liable to execution exceed its debts and liabilities of every nature whatsoever, by Six Hundred Seventeen Million Dollars (\$617,000,000)

Witness my hand and seal the day and year aforesaid:

(Seal)

MARIA E. COLLAZO
Notary Public, State of New York
No. 24-4883132
Qualified in Kings County
Commission Expires Jan 11, 1990

COPY OF RESOLUTION

BE IT REMEMBERED, that at a meeting of the Board of Directors of the INSURANCE COMPANY OF NORTH AMERICA, duly called and held at the office of the Company, in the City of Philadelphia, State of Pennsylvania, on the 5th day of December, 1983, a quorum being present, the following Resolution was duly adopted:

RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, or any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President, or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975, and March 27, 1977.

Financial Statement December 31, 1986

Admitted Assets		Liabilities	
Bonds	\$1,851,743,661	Reserve for Unearned Premiums	\$ 820,883,884
Short-Term Investments	373,320,208	Reserve for Losses	2,554,633,506
Stocks	485,199,037	Reserve for Taxes	15,096,983
Real Estate	16,707,630	Funds Held Under Reinsurance Treaties	34,187,388
Cash on Hand and in Bank	99,657,600	Other Liabilities	426,740,618
Premium in Course of Collection*	200,996,329	TOTAL LIABILITIES	3,851,542,379
Interest Accrued	51,699,160		
Other Assets	1,389,511,820	Capital: 11,357,109 Shares, \$5 par value	56,785,545
TOTAL ASSETS	\$4,468,835,445	Capital: Paid In	734,148,981
		Surplus (Unassigned)	(173,641,461)
		SURPLUS TO POLICYHOLDERS	617,293,065
		TOTAL	\$4,468,835,444

(*Excludes premiums more than 90 days due.)

It is hereby certified that ANNETTE L. RIVERA has been appointed Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA at NEW YORK that said appointment is in full force and effect as of the date hereof, that said appointment was made under and by authority of the foregoing Resolution, or one of the aforementioned earlier Resolutions, which said Resolution has been compared by me with the original thereof as recorded in the minute book of said Company and is a true and correct transcript thereof and is in full force and effect, and that the foregoing is a true and correct statement of the financial condition of the said Company, as of December 31, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 10th day of NOVEMBER, 19 88

James A. Nyllic
Secretary

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant
AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME KAISER CHEMICALS
STREET ADDRESS P. O. BOX 646
CITY MULBERRY, FL 33860
BY [Signature] PHONE (813) 425-1195
REPRESENTATIVE SIGNATURE

	COST PER TON (PRODUCT ONLY)		FREIGHT COST PER TON BY TRUCK		FREIGHT COST PER TON BY RAIL		DELIVERY TIME A.R.O.
	BULK			DEMURRAGE		DEMURRAGE	
FERRIC-SULFATE (EST. 423 TON)	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	BAGS		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
LIQUID CHLORINE (EST. 124 TON)	\$ _____	CAR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		CYL	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SODIUM SILICOFLUORIDE (EST. 75 TON)	\$ 500.00	BAG	\$ _____	\$ _____	\$ 27.50	\$ _____	\$ 5 Days
SODIUM CHLORITE (EST. 16 TON)	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
ANHYDROUS AMMONIA (EST. 15 TON)	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
LIQUID CARBON DIOXIDE (EST. 2,170 TON)	\$ _____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of KAISER
CHEMICALS, does hereby make the following representations
to the City of Fort Wayne, Indiana.

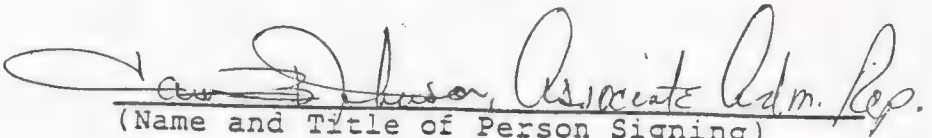
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of KAISER
CHEMICALS, that KAISER CHEMICALS
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 14th day of NOVEMBER, 1988.

KAISER CHEMICALS
(Name of Bidder/Vendor)


(Name and Title of Person Signing)

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company KAISER CHEMICALS
 Address P. O. BOX 646 City MULBERRY, FL
 Zip 33860 Phone 813/425-1195

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action

PAUL B. MAASEN

GENERAL MANAGER

PLEASE PRINT

Title

Date NOVEMBER 14, 1988

Signature

Paul B Maasen

1. Does your firm have a written Affirmative Action Program? X Yes No

A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes X No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes No

3. Current number of employees 7
 Number of employees as of October 1987 7 January 1988 7 April 1988 7
 and July 1988 7

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
PROFESSIONALS	40.00 HR	1
OFFICE & CLERICAL	10.55 HR	1
(UN)SKILLED WORKERS	9.51 HR	5

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
X								
	X							
X								

Handicapped: Yes X No

List Number

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

LESS THAN 10 EMPLOYEES.

6. List minority recruitment sources: _____

N/A

7. Does your company anticipate an increase in employment this year? _____ Yes ☒ No
Approximately how many? 0

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers	<u>0</u>	%
B. Professionals	<u>0</u>	%
C. Technicians	<u>0</u>	%
D. Sales Workers	<u>0</u>	%
E. Office and Clerical	<u>0</u>	%
F. Skilled Craftsmen	<u>0</u>	%
G. Other	<u>0</u>	%

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of KAISER CHEMICALS that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy KAISER CHEMICALS will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The COMPANY will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

KAISER CHEMICALS

Name of Company or Firm

11/14/88

Date

Paul B Maasen / s/
Signature of Highest Company Official

PAUL B. MAASEN, GENERAL MANAGER

Name and Title of Signer (Please type or Print)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

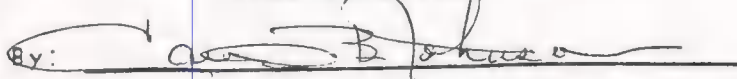
The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: November 14, 19 88

KAISER CHEMICALS

Name of Bidder

By: 

Title: ASSOCIATE ADMINISTRATIVE REPRESENTATIVE

Official Address: (including zip code)

P. O. BOX 646

MULBERRY, FL 33860

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
- For MBE specify percentage of minority ownership ____%.
- For WBE specify percentage of women ownership ____%.

- B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

- C. The undersigned commits ____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	N/A		
2.			
3.			

- D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	N/A		
2.			
3.			

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit:	CITY OF FORT WAYNE, IN
2. County:	ALLEN
3. Bidder (Firm):	KAISER CHEMICALS
Address:	P. O. BOX 646
City/State:	MULBERRY, FL 33860
4. Telephone Number:	813-425-1195
5. Agent of Bidder (If applicable):	N/A

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bladder or Agent

Class or Item	Quantity	Unit	Description	Unit Price	Amount

Bladder (Firm)

Signature of Blunder or Agent

Gwendolyn L. Sewell
Notary Public Printed Name

Date: _____

Contracting Authority Members:

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 39,562.50. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

40,000# TL - Price Includes Freight
100# Bags - Palletized

2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

or signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

~~XXXXX~~ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

PEMBROKE LABORATORIES, INC.

(813) 285-8742

(813) 533-0969

Mailing address: 528 Gooch Rd., Ft. Meade, FL. 33841

Kaiser Aluminum
P O Box 646
Mulberry, Florida 33860

Date Received: 09-30-88

Date Reported: 10-05-88

Attn: C. B. Johnson

PO #365 912548

Lab Number	MC-6758	MC-6759	MC-6760	MC-6761	MC-6762
Sample I.D.	K8-270	K8-271	K8-272	K8-273	K8-274
% Moisture	0.13	0.17	0.18	0.17	0.10
% Insol.	0.16	0.17	0.16	0.15	0.13
% Sodium Silicofluoride ✓	99.15	98.97	99.06	99.06	98.97
Screens:					
+ 40	<0.1	<0.1	<0.1	<0.1	<0.1
+ 60	<0.1	0.1	2.1	0.2	1.6
+ 100	13.8	10.0	18.4	5.4	23.0
+ 200	46.6	52.1	29.9	43.1	41.5
+ 325	31.2	28.6	36.6	40.4	23.5
- 325	8.4	9.2	13.0	10.9	10.1

Thank you for this opportunity to serve you!

11/10/88

* - Representative sample
Analysis

Sample Submitted
Separately - to
City Purchasing
Laboratory I.D. 84172

Respectfully submitted,

KATHLEEN E. GARRISON
Laboratory Supervisor

ALLAN E. SCHREIBER
Vice President

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant
AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS. attached
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: * %
IF PAID WITHIN DAYS. *Hamler has no discounts,

Terms are net 30 days.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME HAMLER INDUSTRIES, INC.
STREET ADDRESS 400 E. 16th St.
CITY Chicago Heights, Ill 60411
BY Glenn D. Covert, PHONE (312) 757
REPRESENTATIVE SIGNATURE 532
Glenn D. Covert, Executive Vice Pres.

	COST PER TON (PRODUCT ONLY)	FREIGHT COST PER TON BY TRUCK	FREIGHT COST PER TON BY RAIL	FREIGHT COST PER TON DEMURRAGE	DELIVERY TIME A.R.O.
FERRIC-SULFATE (EST. 423 TON)	\$ <u> </u> BULK	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	\$ <u> </u> BAGS	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
LIQUID CHLORINE (EST. 124 TON)	\$ <u> </u> CAR	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	\$ <u> </u> CYL	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
SODIUM SILICOFLUORIDE (EST. 75 TON)	\$ <u> </u> BAG	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
SODIUM CHLORITE (EST. 16 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
ANHYDROUS AMMONIA (EST. 15 TON)	Lead time requested is 3 days. Plus \$2.64 per ton Federal Superfund Tax, billed as a separate line item on invoice. \$405.00 per ton \$15.00 per ton N/A				
LIQUID CARBON DIOXIDE (EST. 2,170 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of HAMLER INDUSTRIES, INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

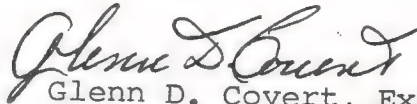
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of HAMLER INDUSTRIES, INC.
_____, that IT
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 4th day of November, 19 88.

HAMLER INDUSTRIES, INC.
(Name of Bidder/Vendor)


Glenn D. Covert, Executive Vice President
(Name and Title of Person Signing)



HAMLER INDUSTRIES, INC.

ANHYDROUS AMMONIA

TECHNICAL BULLETIN

Typical Analysis for Hamler Anhydrous Ammonia METALLURGICAL GRADE

Ammonia	99.995%
Oil	1 ppm
Water	10 ppm

TRACE ELEMENTS

PARTS PER BILLION (BY WEIGHT)

Iron, Magnesium, Silicon	12.0 - 120 (each)
Boron, Copper	6.0 - 60 (each)
Aluminum, Manganese, Calcium	2.4 - 24 (each)
Potassium, Sodium, Strontium, Silver, Zinc, Chromium, Lead, Nickel, Phosphorus	1.2 - 12 (each)
Cobalt, Titanium, Tin, Cadmium, Barium, Lithium	0.6 - 6 (each)



ST. PAUL FIRE AND MARINE INSURANCE COMPANY
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF
AUTHORITY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

1209562

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Mary J. Garavaglia, Frances C. Polka, Gloria J. Sax, E. H. Wichmann,
Wallace J. Meyer, individually, Chicago, Illinois

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION (\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."



IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

STATE OF MINNESOTA } ss.
County of Ramsey

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

[Signature]
Vice President

On this 26th day of January, 1988, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

State of ILLINOIS }
County of COOK } ss:

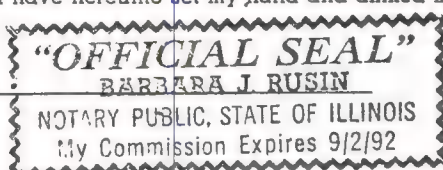
On November 17, 1988, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E.H. Wichmann

known to me to be Attorney-in-Fact of ST. PAUL FIRE & MARINE INSURANCE COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires

360212-6-66



[Signature]
Notary Public



**ST. PAUL FIRE AND MARINE
INSURANCE COMPANY**
St. Paul, Minnesota
A Capital Stock Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Hamler Industries, Inc., 400 East 16th Street, Box 580, Chicago Heights, Illinois 60411 as principal, and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation existing under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana as surety, are held and firmly bound unto Department of Purchasing, City of Fort Wayne, Allen County, Indiana, One Main Street R-350 as obligee, in the penal sum of FIVE PERCENT OF THE CONTRACT AMOUNT BID----- DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this 17th day of November 19. 88

WHEREAS, the said principal is herewith submitting a proposal for furnishing Anhydrous Ammonia for the Three Rivers Filtration Plant

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the said principal shall be awarded the contract, and shall within Sixty (60) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; in no event shall the surety's liability exceed the penal sum hereof.

HAMLER INDUSTRIES

Principal.

St. Paul Fire and Marine Insurance Company

By

E.H. Wichmann -

Attorney-in-fact

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

- Date: 11/4/88
1. Governmental Unit: Fort Wayne, City of
 2. County: Cook
 3. Bidder (Firm): Hamler Industries, Inc.
Address: 400 E 16th Street,
City/State: Chicago Heights, IL 60411
 4. Telephone Number: (312) 757 5320
 5. Agent of Bidder (if applicable): Glenn D. Covert, EXEC., VICE PRESIDENT

Pursuant to notices given, the undersigned offers bid(s) to FT WAYNE, CITY OF (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Glenn D. Covert
Signature of Bidder or Agent
Executive Vice President

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format: *(See attached)*

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Anhydrous Ammonia	Est 15 ton	per ton		\$420.00 per ton	\$6300. p

NON-COLLUSION AFFIDAVIT

STATE OF ~~INDIANA~~ ILLINOIS
) SS:
COOK COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Hamler Industries, Inc.
Bidder or Firm
Glenn D. Covert
Signature of Bidder or Agent

Subscribed and sworn to before me this 4th day of November, 1988.

My Commission Expires:

County of Residence:

"OFFICIAL SEAL"
Bonnie M. Bennett
Notary Public, State of Illinois
My Commission Expires May 24, 1991

Bonnie M. Bennett
Notary Public

BONNIE M. BENNETT
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of Fort Wayne, City of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:



HAMLER INDUSTRIES, INC.

ANHYDROUS AMMONIA

P.O. BOX 580 • 400 EAST 16th STREET • CHICAGO HEIGHTS, ILL. 60411 • PHONES - AREA CODE 312 • 757-5320 OR 264-4123

November 4, 1988

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit price</u>
15 tons or 30,000#	Tons Pounds	Anhydrous Ammonia*	\$420.00 per ton or .21¢ per pound FOB DESTINA Delivered.

*Metallurgical Grade Anhydrous Ammonia, a purity of 99.995% pure. Delivered into your storage containers or system. All deliveries are made promptly in Hamler-owned delivery equipment by safety-trained personnel. Our terms are net 30 days. Our minimum delivery is 1,000 pounds.

Material Safety Data Sheet will be forwarded with first delivery.

Thank you for the opportunity to quote, and for your business in the past. We hope to continue serving you with the best product and service available in the industry.

Signature _____

List Number _____

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

6. List minority recruitment sources: _____

7. Does your company anticipate an increase in employment this year? _____ Yes _____ No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

- A. Officials and Managers _____ %
- B. Professionals _____ %
- C. Technicians _____ %
- D. Sales Workers _____ %
- E. Office and Clerical _____ %
- F. Skilled Craftsmen _____ %
- G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of HAMLER INDUSTRIES, INC. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy HAMLER INDUSTRIES, INC. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The _____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

HAMLER INDUSTRIES, INC. 11/4/88
Name of Company or Firm Date
Glenn D. Covert
Signature of Highest Company Official
GLENN D. COVERT, EXECUTIVE VICE PRESIDENT
Name and Title of Signer (Please type or Print)

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. ✓ The undersigned firm certifies that it is an ~~MBE~~/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ____%.

For WBE specify percentage of women ownership 100%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

- C. The undersigned commits ____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

E. Complete (1.) and (2.) below if participation goals of 7½ MBE and 2½ WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor: HAMLER INDUSTRIES, INC.

By: *Glenn D. Covert*
Glenn D. Covert

Its: Executive Vice President

Contractor: _____

By: _____

Its: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11/4/, 19 88

HAMLER INDUSTRIES, INC.

Name of Bidder

By:

Glenn D. Covert

Title: Executive Vice President

Official Address: (including zip code)

Hamler Industries, Inc.

400 E 16th St., P.O. Box 580

Chicago Heights, IL 60411

SUBJECT: AFFIRMATIVE ACTION PROGRAM

General: Hamler Industries is an equal opportunity employer. It is, therefore, the intent of this policy to confirm the establishment of the company's Affirmative Action Program for Equal Employment Opportunity in compliance with Federal law.

This policy supercedes any previous policy or communications, written or verbal, regarding the subject. It will not be changed except in written form.

Definition: An Affirmative Action Program is a results-oriented plan for bringing employers into compliance with all applicable equal opportunity requirements of the Federal law. An Affirmative Action Program is not "window-dressing" but instead is a legal, social and economic necessity.

Responsibility: The Affirmative Action Officer of Hamler Industries, Inc. is the Executive Vice President. Direct responsibility for the implementation and direction of the program is his. He will be assisted in this endeavor by the Administrative Assistant.

All management and supervisory staff members are responsible to the Affirmative Action Officer for compliance with the program within their departments.

All management and supervisory staff members have the unequivocal responsibility to support the principals and spirit of equal employment opportunity based upon qualification, related experience, job pertinence and relevant individual differences and not on the basis of nonrelevant extraneous factors such as race, religion, national origin, handicap, sex or age.

All management and supervisory staff members have the responsibility of supporting the goal of this company, which is, to continue to administer its employment policy in order that all qualified persons are accorded an equal opportunity for employment or promotion without discrimination due to race, religion, national origin, handicap, sex or age.

Recruitment: The recruitment of persons to fill vacancies will be accomplished without regard to race, sex, color, national origin, handicap, ancestry, age or religion. The company will maintain contacts with various persons, groups, organizations, newspapers, and State Employment Agencies concerning manpower resources and requirements when necessary.

Selection: The selection of persons to fill job vacancies will be accomplished through approved procedures. Persons will be hired without regard to nonmerit factors following a completely objective appraisal of each eligible individual interested in the position.

Promotion: Promotion will be proposed in accordance with applicable rules, on a non-discriminatory basis. Qualified personnel within the company will be promoted to fill vacancies. If there are no qualified personnel within the company the provisions of the recruitment paragraph above will be implemented. The procedure used in selecting persons for promotion will be evaluated periodically to ensure that they are realistic and relevant.

Any employee who feels he or she has not been accorded fair and impartial treatment

Continued

regarding promotion and/or employment will be offered an opportunity to discuss the problem with the Affirmative Action Officer.

Personnel Responsibilities: Applicants for employment are considered and placed without regard to race, sex, color, religion, national origin, ancestry, age, or handicap; the company will display equal employment opportunity notices in conspicuous places available to all employees and applicants for employment. Employment application forms are in compliance with applicable Federal laws and the following statement appearing on each indicates the company's commitment to equal employment affirmative action: "The company is committed to equal opportunity/affirmative action employment practices and wishes each applicant to know that his/her application and supporting data will be evaluated in the spirit of that commitment. A copy of our Affirmative Action Policy may be obtained from the Office Manager.

Routinely, applications and supporting documents are given to the Office Manager from whence they are sent to the Administrative Assistant who will review them and interview the applicant and will then turn the applicant over to two other members of the management and supervisory staff for review of the application and interviews. Before a formal offer is made the Administrative Assistant will get the consensus of opinion regarding the best qualified of the applicants and consult with the Affirmative Action Officer to ascertain that a good faith effort has indeed been made. In order not to adversely affect the employment opportunities of minorities and women, management and supervisory personnel are especially urged to follow the company policy and equal employment opportunity commitment, and to develop a better understanding of the characteristics of the minority and women work force and the conditions, problems, and expectations of minority groups and women.

Equal Opportunity Commitment: Hamler Industries, Inc. is considered under the Federal definition of business to be a "small business" and is exempted by Federal law from some provisions of the law, regulations and Executive Orders. None the less, Hamler Industries, Inc. is committed to: Equal Employment Opportunity, Non-Segregated Facilities, Affirmative Action, Minority Business Enterprises, Employment of Handicapped, and Employment of Veterans.

Unless exempted by Federal Law, regulations or order, the following terms and conditions shall apply during the performance of any contract undertaken by Hamler Industries, Inc.:

A. EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR is aware of and is fully informed of CONTRACTOR'S responsibilities under Executive Orders 11246, 11375, and shall file compliance reports as required by Section 203 of Executive Order 11246 and certifies it is in, and will remain in compliance with the requirements of such order and with Rules and regulations 41 CFR Part 60-1, 41 CFR Part 60-2 and 41 CFR Part 50-250 and all amendments thereto. CONTRACTOR shall be bound by and agrees to the following provisions as contained in Section 202 of Executive Order 11246 to wit:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

Continued

- APPROVED: April 1, 1967
- The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers representative of the CONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.
 5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of such rules regulations or orders this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

B. CERTIFICATION OF NON-SEGREGATED FACILITIES

CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his

control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, age or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time period): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Nonsegregated Facilities as required by the May 9, 1967 order on Elimination of Segregated Facilities by the Secretary of Labor (32 Fed. Reg. 7439 May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e. quarterly, semi-annually, or annually), (1968 MAR.) (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

C. AFFIRMATIVE ACTION PROGRAMS

CONTRACTOR further agrees and certifies that, if the amount of any contract or Purchase Order is \$50,000 or more and the CONTRACTOR will:

1. File a complete and accurate report on Standard Form 100 (EEO-1) with the Joint Reporting Committee within thirty (30) days of the date of contract award unless such report has been filed within the twelve (12) months period preceding the date of the contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246 as amended and Rules and Regulations adopted thereunder.
2. Develop a written affirmative action program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60-1, 40, and by Title 41, Code of Federal Regulations, Part 60.2 as amended.

D. MINORITY BUSINESS ENTERPRISES

Pursuant to Executive Order 11625 and 41 CFR Part 1-13 it is the policy of the government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts. The CONTRACTOR agrees to use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this contract. The term "Minority Business Enterprise" means a business, at least 50 percent of which is owned by minority group members or in case of publicly owned business at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Negroes,

Spanish-speaking American persons, American-Orientals, American Indians, American Eskimos and American-aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

E. EMPLOYMENT OF HANDICAPPED

In accordance with the Rehabilitation Act of 1973 and 41 CFR 60-741, the CONTRACTOR agrees it will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

F. EMPLOYMENT OF VETERANS

In accordance with the Vietnam Era Veterans Readjustment Act of 1974, Executive Order 11701 and 41 CFR 60-250, the CONTRACTOR agrees it will not discriminate against any employee or applicant for employment because that individual is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Glenn S. Conner

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE: 11-17-88 @ 11:00 AM BID REFERENCE #856

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR various chemicals for the Three Rivers Filtration Plant

AND REQUESTED BY The Three Rivers Filtration Plant

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME LIQUID CARBONIC CARBON DIOXIDE CO
STREET ADDRESS 24700 CENTER RIDGE ROAD
CITY WESTLAKE, OHIO 44145
BY Jay T. Armstrong PHONE 216-835-21
REPRESENTATIVE SIGNATURE
JAY T. ARMSTRONG

	COST PER TON (PRODUCT ONLY)	FREIGHT COST PER TON		FREIGHT COST PER TON BY RAIL	DEMURRAGE	DELIVERY T A.R.
		BY TRUCK	DEMURRAGE			
FERRIC-SULFATE (EST. 423 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	BULK					
	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	BAGS					
	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
LIQUID CHLORINE (EST. 124 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	CAR					
	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	CYL.					
	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
SODIUM SILICOFLUORIDE (EST. 75 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
	BAG					
	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
SODIUM CHLORITE (EST. 16 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
ANHYDROUS AMMONIA (EST. 15 TON)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
LIQUID CARBON DIOXIDE (EST. 2,170 TON)	\$ <u>55.00</u>	\$ <u>PAID</u>	\$ <u>NONE</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>24 HOUR</u>

COST FOR PRODUCT AND COST FOR SHIPPING MUST BE BID SEPERATELY

Cyl. sent: 09/13/88

Cyl. filled: 09/19/88

Cyl. rec'd: 09/27/88

CO₂ ANALYSIS

Charleston, West Virginia

October 3, 1988

OBJECT:

CO₂ quality control program to analyze samples for total purity.

SAMPLE

IDENTIFICATION:

A cylinder containing CO₂ was received from the Liquid Carbonic Storage tank in Marmet, West Virginia.

Results are as follows:

<u>IMPURITIES</u>	<u>CONCENTRATION</u>	<u>LCC SPECIFICATION</u>
Hydrogen	N.D.*	20 ppm. max.
Oxygen	1.5 ppm.	8 ppm. max.
Nitrogen	1.7 ppm.	60 ppm. max.
Carbon Monoxide	N.D.*	1 ppm. max.
Methane	5.7 ppm.	20 ppm. max. }
Other Hydrocarbons	2.9 ppm. Ethane	
Methanol	N.D.*	10 ppm. max.
Moisture	4.0 ppm.	8 ppm. max.
Total purity by difference:	99.99%	99.95% minimum

N.D.* - None Detected - Detectable limit <0.1 ppm.
Odor Test - odorless

Reported by: _____

Tom Bush

Approved by: _____

Paul A. Wojtena, Manager
Analytical Services

TB/ds

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 15, 1988

1. Governmental Unit: City of Ft. Wayne, Indiana

2. County: Allen

3. Bidder (Firm): Liquid Carbonic Carbon Dioxide Corporation

Address: 24700 Center Ridge Road

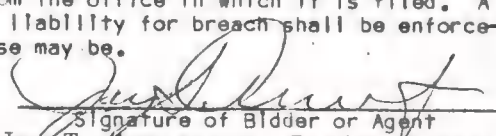
City/State: Westlake, Ohio 44145

4. Telephone Number: 216-835-2500

5. Agent of Bidder (if applicable): Jay T. Armstrong

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne, IN (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent
Jay T. Armstrong, Regional Sales
Manager

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

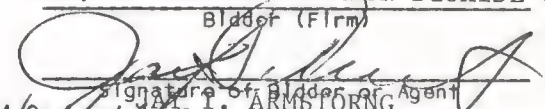
NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
Cuyahoga COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

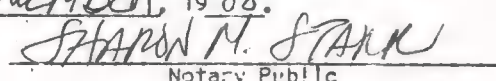
LIQUID CARBONIC CARBON DIOXIDE C
Bidder (Firm)

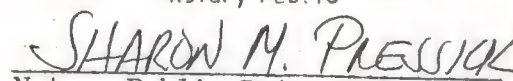

Signature of Bidder or Agent
JAY T. ARMSTRONG

Subscribed and sworn to before me this 15TH day of NOVEMBER, 19 88.

My Commission Expires: JAN. 27, 19

County of Residence: LORAIN


Notary Public


Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

CLASS OF ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
LIQUID CARBON DIOXIDE	2,170	TONS	LIQUID CARBON DIOXIDE DELIVERED	\$55.00	\$119,350.00

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

NO SUBCONTRACTORS USED

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor: _____

By: _____

Its: _____

Contractor: LIQUID CARBONIC CARBON DIOXIDE CORPORATION

By:  _____

Its: JAY F. ARMSTRONG
REGIONAL SALES MANAGER

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of LIQUID CARBONIC CARBON DIOXIDE CORPORATION, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of LIQUID CARBONIC CARBON DIOXIDE CORPORATION, that LIQUID CARBONIC CARBON DIOXIDE CORPORATION does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 15 day of NOVEMBER, 19 88.

LIQUID CARBONIC CARBON DIOXIDE CORPORATION
(Name of Bidder/Vendor)


(Name and Title of Person Signing)
JAY T. ARMSTRONG, REGIONAL SALES MANAGER

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company Liquid Carbonic Industries Corp.
 Address 135 S. LaSalle Street City Chicago
 Zip 60629 Phone 855-2500

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Bob Johnson

Manager, Employment/EEO

PLEASE PRINT

Date 11-15-88

Signature

Bob Johnson

1. Does your firm have a written Affirmative Action Program? Yes No
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? Yes No
 3. Current number of employees 2026
 Number of employees as of October 1987 1769 January 1988 1841 April 1988 1971 and July 1988 2027

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Official & Managers		
Professionals		
Technicians		
Operatives		
Laborer		
Office & Clerical		
Craft Workers		
Service Workers		
Sales Workers		

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)	
M	F	M	F	M	F	M	F		
346	46	7	2	8	3	8	1		
61	25	8	4	6	3	4	2		
101	1	7	-	3	-	3	-		
584	2	75	1	62	-	9	-		
12	-	5	-	4	-	-	-		
9	123	4	28	3	23	-	5		
32	-	3	-	4	-	-	-		
-	-	-	-	-	-	-	-		
136	9	3	1	13	-	5	-		
1171	26	112	36	103	21	29	8		

Handicapped: Yes No

List Number

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

6. List minority recruitment sources: _____

7. Does your company anticipate an increase in employment this year? _____ Yes ☒ No
 Approximately how many? _____
8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers	2	%
B. Professionals	2	%
C. Technicians	4	%
D. Sales Workers	2	%
E. Office and Clerical	10	%
F. Skilled Craftsmen	5	%
G. Other		%

9.

WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Liquid Carbonic Industries Corp. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy Liquid Carbonic Industries Corp. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The Liquid Carbonic Industries Corp. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Liquid Carbonic Industries Corp. 11-15-88
 Name of Company or Firm Date
Bob Ashmann / MA
 Signature of Highest Company Official
 Manager, Employment/EEO
 Name and Title of Signer (Please type or Print)

STATISTICAL INFORMATION FOR AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Name of Contractor or Supplier

Information Given By

Address And Telephone Number

(Person Filling Out This Form And Date)

EMPLOYEE CATEGORIES	EMPLOYEES BY RACE/ETHNICITY/SEX										UNEMPLOYED EMPLOYEES						TOTAL EMPLOYEES
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
ADMINISTRATIONS	246	46	7	2	8	3	8	1									
TECHNICALS	61	25	8	4	6	3	4	2									
LABORERS	101	1	1	-	3	-	3	-									
VEHICLES	54	2	75	1	62	-	9	-									
MANUFACTURING	12	-	5	-	4	-	-	-									
AND CLERICAL	9	123	4	28	3	23	-	5									
1 CRAFT WORKERS	32	-	3	-	4	-	-	-									
2 MAINTENANCE WORKERS	-	-	-	-	-	-	-	-									
WORKERS	136	9	3	1	13	-	5	-									
TECHNICALS	1161	206	112	36	103	29	29	8									
TECHNICALS																	

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11-15, 19 88

Liquid Carbonic Industries Corp.

Name of Bidder

By: Bob Johnson - m

Title: Manager, Employee/EEO

Official Address: (including zip code)

135 S. LaSalle Street

Chicago, IL 60603

Liquid Carbonic Corporation certifies the following to City of Fort Wayne, hereinafter referred to as Buyer, and agrees that the following will become a part of every Contract, Agreement and/or Purchase Order received by Liquid Carbonic from the Buyer which exceeds or will exceed \$10,000 in any calendar year:

A. EQUAL OPPORTUNITY CLAUSE

1. Liquid Carbonic will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Liquid Carbonic will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Liquid Carbonic agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Liquid Carbonic will, in all solicitations or advertisements for employees placed by or on behalf of Liquid Carbonic, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. Liquid Carbonic will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Liquid Carbonic's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Liquid Carbonic will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Liquid Carbonic will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of Liquid Carbonic's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Liquid Carbonic may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Liquid Carbonic will include the provisions of paragraphs (1) through (7) in every Subcontract or Purchase Order so that such provisions will be binding upon each subcontractor or vendor. Liquid Carbonic will take such action with respect to any Subcontract or Purchase Order as the contracting agency may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Liquid Carbonic becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Liquid Carbonic may request the United States to enter into such litigation to protect the interests of the United States.

B. NONSEGREGATED FACILITIES

Liquid Carbonic certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Liquid Carbonic agrees that a breach of this certification is a violation of the Equal Opportunity clause contained in any contract while this certification is in effect. As used in this certification, the term Segregated Facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities

January 1, 1988

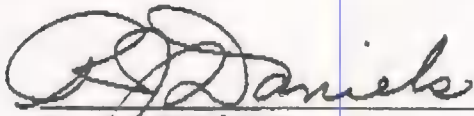
LIQUID CARBONIC INDUSTRIES CORPORATION

Affirmative Action Program

1988

(Corporate Program)

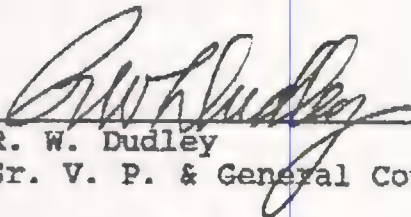
This is the approved Affirmative Action Program for Plan year January 1, 1988 through December 31, 1988, including veterans. The program represents a plan towards good faith efforts to accomplish particular objectives and is not intended to create an expressed or implied contract.



R. J. Daniels
President & Chief
Executive Officer

1-1-88

Date



R. W. Dudley
Sr. V. P. & General Counsel

1-1-88

Date



C. V. Bosco
Director of Employee Relations

1-1-88

Date

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LIQUID CARBONIC

INDUSTRIES CORPORATION

135 SOUTH LA SALLE STREET • CHICAGO, ILLINOIS 60603-4282

R. J. DANIELS
PRESIDENT

January 1, 1988

TO: Corporate Presidents
Officers
Division Heads
Managers and Supervisory
Personnel

I would like to take this opportunity to reaffirm the commitment of Liquid Carbonic Industries Corporation and its subsidiaries to our Equal Employment Opportunity and Affirmative Action Programs.

As in the past, Liquid Carbonic Industries Corporation and its subsidiaries will provide equal opportunities for employment and advancement without regard to race, religion, color, sex, national origin, age, handicapped or veteran status. In addition, we will continue to extend good faith and reasonable efforts to recruit, hire, and promote qualified minorities and women for every vacancy which occurs.

All levels of management share in the responsibility for implementing these policies and programs, as well as disseminating the information to those persons reporting to them. In addition, each program will be audited and updated annually to ensure continued compliance. There is no room for deviation from these policies and programs.

In the filling of vacancies through promotion, qualified minorities and women will be considered. Special efforts will also be extended to ensure that all of our employees including minorities/women are given every opportunity to be prepared for advancement.

To implement these policies, the Company will continue to:

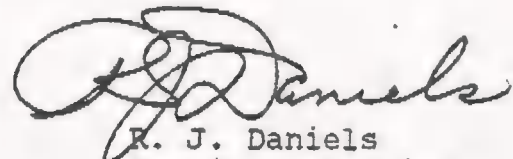
- 1) Recruit, hire, train, and promote persons in all job classifications without regard to race, color, religion, sex, national origin, age, handicapped, or veteran status.

Corporate Presidents
Officers
Division Heads
Managers and Supervisory
Personnel

January 1, 1988

- 2) Base decisions on employment so as to further the principle of equal employment opportunity.
- 3) Ensure that all personnel actions, including but not limited to, compensation, benefits, transfers, layoffs, return from layoffs, Company-sponsored training, education, tuition assistance and social and recreational programs, are administered without regard to race, color, religion, sex, national origin, age, handicapped or veteran status. This requirement will not be interpreted to conflict with the terms of any collective bargaining agreement.
- 4) Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotion.

The success of our Affirmative Action Program rests ultimately with each of you. Equal Employment Opportunity is not only the law, but it is a principle of our Company's operation. I expect each of you to cooperate to achieve this goal, and I personally stand behind this principle.



R. J. Daniels
President & Chief
Executive Officer

January 1, 1988

TO: ALL EMPLOYEES

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF AFFIRMATIVE ACTION**

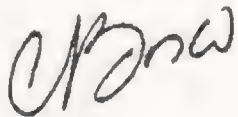
Liquid Carbonic Industries Corporation and its subsidiaries maintain a policy of taking affirmative action to ensure equal opportunity for all persons without regard to race, religion, color, sex, national origin, age, handicapped or veteran status, in all areas affecting recruitment, hiring, compensation, promotion, termination or other areas relating to the work environment.

As part of this policy all Subsidiary Presidents and Division Heads have been named EEO Officers for their respective areas to ensure full implementation of our programs. As of January 1, 1988 these individuals are:

R. J. Daniels	President & Chief Executive Officer
L. A. Dudas	Senior Vice President & Chief Financial Officer
R. W. Dudley	Senior Vice President & General Counsel
J. Iorgulescu	President, Liquid Carbonic International Services
W. N. Munson	President, Liquid Carbonic Carbon Dioxide Corp.
J. H. Trautwein	President, Liquid Carbonic I/M & S/G Corporations
L. W. Young	Senior Vice President & Chief Technical Officer

In addition, the Manager of Employment/EEO will work in the capacity of Corporate EEO Coordinator to develop, oversee and audit all areas of the Affirmative Action Programs. Any questions or problems should be directed to their attention, or the undersigned.

The success of our Affirmative Action Programs rests ultimately with all employees.


C. V. Bosco
Director,
Employee Relations

(FOR POSTING AT ALL CORPORATE OFFICES)

III. REPORTING GUIDELINES OF THE AFFIRMATIVE ACTION PROGRAM

Each Corporation will be divided into individual Affirmative Action Programs as follows:

A. Liquid Carbonic Industries Corporation

One program will cover all Chicago Corporate Office personnel at LaSalle, Jackson, and 74th street locations administered by the appropriate Division Heads.

For accountability purposes, the Liquid Carbonic Industries Corporation quarterly statistics will be shown by location i.e., LaSalle Jackson, 74th and separately by division.

B. Liquid Carbonic CO₂ Corporation

- 1) One Program will cover all Chicago CO₂ Corporate staff at LaSalle and 74th Street.
- 2) Each CO₂ Region will be an individual program and will include the CO₂ depots in that Region. CO₂ Plants will be an individual program.

C. Liquid Carbonic Industrial/Medical Corporation

- 1) One program will cover all Chicago Industrial/Medical Corporate staff at LaSalle Street.
- 2) Each Industrial/Medical Region will be an individual program. All Air Separation Plants will be included in one program.

D. Liquid Carbonic Specialty Gas Corporation

- 1) One program will cover all Chicago Specialty Gas Corporate staff at LaSalle Street.
- 2) Each Specialty Gas Region will be an individual program.
- 3) Geismar will be a separate program.

E. Liquid Carbonic International Services Corporation

- 1) Although not over 50 employees and not a known government contractor, a program will be written to cover LaSalle Corporate employees.

VI. DISSEMINATION OF INFORMATION

A. Internal

- 1) A copy will be posted at all locations along with other required State, Federal or local equal employment opportunity posters.
- 2) A copy will be posted in a place conspicuous to all job applicants at all locations.
- 3) A copy will be distributed annually to each employee with their paycheck.
- 4) A copy will be included in the benefits handbook for distribution to all employees.
- 5) A copy will be issued annually by each EEO Coordinator for their program reaffirming the Company's EEO policy and naming those persons responsible for local implementation. This statement will be posted at each location within that program.
- 6) The policy will be conveyed verbally by management at new employee orientations, training sessions sponsored by the Company, and career counseling sessions.
- 7) The statement "Equal Opportunity Employer (M/F/H/V)" will appear on all in-house recruitment material (i.e., job postings, bulletins, etc.), and all benefits brochures and/or related forms.

- 8) All brochures/advertising showing pictures of employees, will include males, females, minorities and non-minorities.

B. External

- 1) Annually, all recruitment sources including local colleges and community groups will receive an updated policy statement and will be asked to refer qualified applicants, including minorities (M/F/H/V), for all positions.
- 2) All recruitment announcement/advertising will include the statement "Equal Opportunity Employer M/F/H/V".
- 3) If employees are shown in product advertising brochures, then males, females, minorities and non-minorities will be shown.
- 4) The Equal Opportunity Clauses, covered by Executive Order 11246, as amended, will be included in all purchase orders, contracts, etc. Written notification of our policy will be sent to all vendors, suppliers, etc., and they will also be requested to comply.
- 5) All Union contracts will contain the Equal Opportunity Clause and/or be notified of the company policy.

V. RESPONSIBILITY FOR IMPLEMENTATION

- A. The Principal officer in each LCIC Subsidiary/ Division will be designated as an Equal Employment Opportunity Officer and will be responsible for the implementation of this plan within their area of operations. As of January 1, 1988 these individuals are:

L. A. Dudas	Senior Vice President-Chief Financial Officer
R. W. Dudley	Senior Vice President & General Counsel
J. Iorgulescu	President Liquid Carbonic International Services Corp.
W. N. Munson	President Liquid Carbonic Carbon Dioxide Corporation
J. H. Trautwein	President Liquid Carbonic I/M & S/G Corporations
L. W. Young	Senior Vice President-Chief Technical Officer

- B. The Director of Employee Relations will hold overall responsibility for coordination and audit of the program.

- C. The Manager of Employment/EEO will function as Corporate EEO Coordinator and will be responsible for coordination and audit of all matters related to EEO. Working with all levels of managerial personnel both Corporate and Regional responsibilities include, but are not limited to the following:

- 1) Will communicate the Affirmative Action Program within and outside the company and its subsidiaries.
- 2) Will work with the Legal Department to keep management informed of new developments.
- 3) Will make annual revisions and updates of the policy and individual Affirmative Action programs.
- 4) Will coordinate and review the quarterly statistical reports.
- 5) Will coordinate information for annual reports (EEO-1) for the Corporations and Subsidiaries.

- 6) Will work to identify problem areas and develop corrective actions.
 - 7) Will serve as liaison to community groups, minority referral organizations, and enforcement agencies.
- D. Regional Managers are designated as Regional EEO Coordinator and hold responsibility for regional policy implementations and dissemination. Performance in this area is to be evaluated as part of other managerial responsibilities. Areas of responsibility to include, but not be limited to, the following:
- 1) Will prepare quarterly reports and analysis to determine utilization and goal accomplishment.
 - 2) Will assist in developing annual Affirmative Action Program revisions.
 - 3) Will assist in the identification of local problem areas and development of solutions.
 - 4) Will review all hiring and promotion procedures to ensure minorities (M/F/-H/V) are given equal consideration.
 - 5) Will monitor training/education programs to ensure minorities (M/F/H/V) are given equal opportunity.
 - 6) Will function as liaison to community groups, schools, referring agencies, etc., to develop minority sources.
 - 7) Will communicate these policies to all personnel within their reporting area.
 - 8) Will work with managerial personnel who are responsible for hiring, training, promotion, and transfers to ensure full compliance with this program. Performance in this area will be evaluated as part of other managerial responsibilities.
 - 9) Will audit all locations for proper display of required posters and policy statement.

- 10) Will take action to ensure the prevention of harassment of minorities/women at the workplace.

E. All supervisory or managerial personnel who are responsible for hiring, training, promotions, transfers and termination decisions are held accountable for the implementation of this policy in their respective areas.

VI. UTILIZATION AND WORK FORCE ANALYSIS

A. Underutilization Analysis will be performed at least quarterly to determine if there are any job categories within the company in which there are fewer minorities/women than that which might be reasonably expected by their availability. An Underutilization Analysis will be done for each individual location. In an effort to determine whether minorities or females are being underutilized in any job group we will consider at least all of the following eight factors:

- 1) The population of minorities/women in the immediate labor area.
- 2) The percent of that population of minorities/women at the level of the specific job category or with the skills/training required to perform.
- 3) The population of minorities/women with the necessary skills/training from an area within reasonable recruiting distance.
- 4) The availability of promotable minorities/women within the corporation.
- 5) The percentage of the minority/women work force as compared with the total work force in the immediate labor area.
- 6) The existence of training institutions capable of training persons in the requisite skills.
- 7) The availability of women having requisite skills in an area in which the company can reasonably recruit.

8) The degree of training which the company is reasonably able to undertake as a means of making all job classes available to minorities/women.

B. Work Force Analysis will be performed annually listing all job titles within each job category, first by location, then region, then corporation. For each job title, the total number of incumbents will be listed by the total in each race and sex category.

VII. IDENTIFICATION OF PROBLEMS

The incumbent job groups will be compared to availability to determine underutilization.

Procedures covering recruitment and selection, transfer, promotion, etc., will be reviewed to locate causes of any problem areas and changed as necessary.

VIII. GOALS AND TIMETABLES

If underutilization is found to exist based on the Utilization Analysis, goals will be established by the appropriate Region and/or Corporation/Division to reach acceptable levels. These goals will be significant, measurable and realistically attainable within the time period specified annually. Turnover statistics will be maintained and considered as a factor in determining the opportunities available for meeting the goals established.

XI. REPORTING

On a quarterly basis, each Affirmative Action Program will prepare a detailed report showing hires, terminations, promotions, etc., and will be used to monitor progress toward stated goals.

These reports will be reviewed by the Corporate EEO Coordinator and report will be submitted annually to EEO Officers as to the progress of their respective areas.

In addition, on a quarterly basis, a consolidated report will be prepared by Corporation and Division to monitor progress.

X. INTERNAL AUDIT AND REPORTING SYSTEM

On a daily basis the names of all applicants will be entered on a log. On a quarterly basis a progress report which details all movements including new hires, terminations, promotions, transfers and applicant flow will be prepared. Annually, an audit will be conducted to review the goals and accomplishments of the previous year and to establish goals for the coming year.

XI. AFFIRMATIVE ACTION RECRUITMENT

The following recruitment procedures will be strictly adhered to for all vacancies, in all departments, which are not expected to be filled by promotion or transfer. Equal consideration shall be given to the recruitment and hiring of minorities and women not currently in the workforce who have the requisite skills to perform available positions. Specifically, the attempt to find qualified applicants include:

A. Professional Recruitment

(Includes engineers, sales, chemists, accountants, managers, etc.)

- 1) The state Employment Service and at least four other non-commercial agencies will be given at least two weeks to refer applicants before the position can be filled.

In addition to the local State Employment Service, other sources are:

- Local colleges and universities
- Professional organizations
- Community organizations

- 2) Advertising is recommended. All recruitment advertising will include the statement "An Equal Opportunity Employer M/F-H/V". In addition, an attempt will be made to advertise in those publications within the recruiting area which have minority/women readers.

B. Non-Professional Recruitment

(Includes clerical, craftworkers, semi-skilled, operatives, etc.)

- 1) The State Employment Service and at least four other non-commercial agencies which frequently place minority/women applicants will be notified of the opening and the requirements of the position. These agencies will be given at least two weeks to refer applicants before the position can be filled.
- 2) Advertisements may be placed at the discretion of the hiring personnel. All recruitment advertising will include the statement "An Equal Opportunity Employer M/F/H/V". In addition, an attempt will be made to advertise in those publications within the recruiting area which have minority/female readers.

C. Job Requirements

The "Education/Skills/Experience" section of the requisition must specify All Minimum requirements for the position. The objective is to clearly itemize all areas of education, experience and skills that an individual must have to fulfill the position. Those area beyond that MINIMALLY required should be expressed as desired or preferred.

The experience and position requirements, however, should not be so narrow as to exclude persons otherwise qualified if that skill may be learned within a reasonable amount of time. Each open requisition will be reviewed immediately to ensure that the specifications indicated are genuinely necessary for good performance of the job and that they will not tend to unnecessarily disqualify minority/female applicants.

D. Applications

- 1) Every individual requesting to complete an application will be allowed to do so, even if there are no positions open at that time.

2) All Applications will be reviewed:

- a. If no appropriate position is open, or the applicant does not meet the minimum requirements for a current vacancy, then the application will be so acknowledged.
- b. If the applicant appears to meet the minimum requirements for a current vacancy, then an interview will be scheduled.
- c. An applicant file identifying qualified minorities/women who were not selected for any of the underutilized positions will be established to monitor the internal and external movement and selection for all employees.

3) All applications for employment will be retained for at least one year.

E. Testing

The pre-employment tests which are administered to applicants must be demonstrated to be job-related and non-discriminatory.

This means that the test utilized must measure the skills and abilities of the applicants in relation to the business requirements of the particular job. At present, only the following tests are used in the Corporate Office:

- Typing test - clerical and secretarial applicants
- Stenography test - secretarial applicants

F. Selection

All applicants will be considered in accordance with the principles of the Affirmative Action Policy. In those areas where underutilization of minorities/women exists, an attempt will be made to hire qualified minorities/women applicants. All positions will be offered on an equal opportunity basis to the best qualified applicants.

G. Vietnam Era Veterans and Disable Veterans

Liquid Carbonic will take affirmative action to employ and advance in employment veterans of the Vietnam era and disable veterans in accordance with the Vietnam Era Veterans' Readjustment Act of 1974. It shall be the Company's policy to review each job opening so as to determine the physical and mental job qualification requirements to ensure that such requirements are job related and are consistent with business necessity and the safe performance of the job.

H. Handicapped Workers

Liquid Carbonic will not discriminate against any employee or applicant for employment because of physical or mental handicap, for any position for which the employee or applicant is qualified. The Company will employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices.

It shall be the Company's policy to review each job opening so as to determine the physical and mental job qualification requirements to ensure that such requirements are job related and are consistent with business necessity and the safe performance of the job.

I. Religious Discrimination/Accommodation

The Company's Equal Employment Opportunity Policy expressed its commitment to prohibit discrimination based on religion against applicants for employment and employees, in any of the following: upgrading, demotion, transfers, recruitment, advertising, layoff, termination, rates of pay and other forms of compensation. No distinction based on religion shall apply in employment opportunities, wages, hours of work, or other conditions of employment. Efforts will be made to accommodate the religious observances and practices of an employee unless it is unreasonable to accommodate such practices and would result in an undue hardship on the conduct of business. The Company will consider such factors as business necessity, financial cost and expenses, and resulting personnel problems.

J. National Origin

It is against Company policy to deny equal employment opportunity on the basis of national origin, as hereinbefore defined:

- Against applicants seeking employment;
- In treatment of employees, including, but not limited to, demotion, upgrading, transfer, recruitment, layoff, termination, compensation, fringe benefits, promotion, assignment of duties, and selection for training or education tuition assistance.

K. Documentation

- 1) An Evaluation Sheet will be attached to each application or inquiry as to employment. For each applicant not interviewed, or interviewed and not hired, the specific, job-related reason for rejection will be shown. For those applicants interviewed, all information relating to race and sex will also be shown.
- 2) For each position, applicants interviewed will be listed on an Applicant Flow Log specific to the position. The Flow Log will contain a precise, job-related reason for not hiring.
- 3) "Walk-In" applicants who are making general inquiry and for which there is no requisition, should be listed on a daily basis on a separate Applicant Flow Log and Evaluation Sheet. "No appropriate opening" may be used as the disposition.
- 4) All records relating to a specific requisition including applicants (interviewed and not-interviewed), flow logs, referral agency letters, copy of the requisition, copy of an ad (if used) and any other documents relating to that position, will be kept in a "Requisition File", showing the job title and requisition number. The original files are to be maintained at the hiring location for one year from the date closed. A duplicate copy of all information, excluding rejected applications, should be kept at the office of the EEO Coordinator.

- 5) A copy of the Applicant Flow Log, ad, requisition and the original application for the individual hired must be submitted with the hiring Payroll Action Notice (except for drivers where the original must go to Transportation; include a copy instead).
- 6) All candidates will be considered on an equal opportunity basis.

VII. TRAINING

- A. All employees are encouraged to utilize those training programs available inside and outside the company which relate to their career path or current job needs. In addition, salaried employees are encouraged to use the Tuition Reimbursement Program to prepare for advancement or strengthen existing skills.
- B. Supervisors are encouraged to conduct career counseling sessions with their employees to identify appropriate educational goals and to locate and develop promotable employees
- C. Where union agreements are in force, admission to training programs will be in accordance with the established agreement, insofar as any established training programs or practice does not conflict with any applicable Federal or State laws.

XIII. COMPENSATION

All salaried wage structures and individual salaries will be reviewed periodically by the Director-Employee Relations, to ensure equal compensation is paid without regard to race, color, religion, sex, age, national origin, handicapped or veteran status. Salaries established for open requisitions shall also be non-discriminatory.

XIV. DEMOTION/DISCIPLINE/DISCHARGE

All employees will be treated equally and consistently with regard to the above and will not be discriminated against due to race, color, religion, sex, age, national origin, handicapped or veteran status.

XVI. SEXUAL HARASSMENT

It is the Company's policy to prohibit harassment in the work place.

Harassment on the basis of sex is a violation of Sec. 703 of Title VII. Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Prevention is the best tool for the elimination of sexual harassment. All steps necessary should be taken to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

XVII. EXIT INTERVIEW

Whenever an employee terminates, an Exit Interview shall be conducted to determine his/her reason for leaving. Particular attention will be paid to Exit Interviews for minority (M/F/H/V) employees to determine whether there were discriminatory circumstances within the work environment.

XV. SEXUAL DISCRIMINATION GUIDELINES

A. Recruitment and Advertising

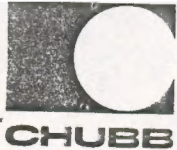
It is the Company's policy to recruit employees of both sexes for all jobs unless sex is a bona fide occupational qualification. Advertisements in newspapers and other media will not express a sex preference unless sex is a bona fide occupational qualification for the job.

The Company shall not discriminate against employees on account of sex and employees of both sexes shall have an equal opportunity to any available job that he or she is qualified to perform. Further, the Company shall not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment.

B. Maternity Leave

Women employees are provided leave for child-bearing. A woman is allowed to work as long as she and her doctor agree her health will not be endangered. A woman will be allowed adequate recovery for childbearing. Extensions can be obtained, where the woman's doctor certifies in writing that reinstatement at this time would endanger her health. The woman will be reinstated to her original job or one of like status and pay. She will retain the service credits she had prior to her leave. In addition, if any other form of personal leave allows for accrual of service credits, she must also accrue service credits.

Leaves of absence are the same for all employees regardless of sex or marital status.



CHUBB GROUP of Insurance Companies

15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

FEDERAL INSURANCE COMPANY

BID BOND

Bond No.

Amount \$ 5% GAB

Know All Men By These Presents,

That we, LIQUID CARBONIC CARBON DIOXIDE CORPORATION

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under
the laws of the State of New Jersey, (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

(hereinafter called the Obligee),

in the sum of FIVE PERCENT OF THE LARGEST TOTAL AMOUNT BID-----Dollars
(\$ 5%), for the payment of which we, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11TH day of NOVEMBER
A. D. nineteen hundred and EIGHTY-EIGHT.

WHEREAS, the Principal has submitted a bid, dated NOVEMBER 17, 19 88,
for FURNISHING LIQUID CARBON DIOXIDE FOR WATER TREATMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

LIQUID CARBONIC CARBON DIOXIDE CORPORATION

Principal

By:

Leonard E. Zyzda

Leonard E. Zyzda, Vice President

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **Albert W. Smith, N. Carothers, Charles F. Layton, Jr., Philip N. Bair, Phyllis Ramirez, Janie Cantu, Lynn B. Mathes and Margaret Buboltz of Houston, Texas-----**

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 16th day of July 19 85

Corporate Seal



Richard D. O'Connor

Assistant Secretary

FEDERAL INSURANCE COMPANY

By

George McClellan

Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset

SS.

On this 16th day of July 19 85, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STATE OF NEW JERSEY
County of Somerset

SS.

Acknowledged and Sworn to before me
on the date above written.

Notary Public

CERTIFICATION

PATRICIA A. HOLT

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires March 14, 1990

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed "

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 11TH day of NOVEMBER 19 88

Corporate Seal



Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE: Special

1-88-12-17

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 856 with respect to the purchase and delivery of various chemicals for the Filtration Plant for 1989. The cost reflects the lowest and most responsible vendors.

EFFECT OF PASSAGE: Chemical purchase for the treatment of water.

EFFECT OF NON-PASSAGE: Will not be able to properly treat water for drinking purposes.

MONIES INVOLVED:

Tennessee Chemical	\$ 47995.20+/-
Bonded Chemical	\$ 20616.00+/-
Jones Chemical	\$ 24730.40+/-
Kaiser Chemical	\$ 39562.50+/-
Hamler	\$ 6300.00+/-
Liquid Carbonic	\$119350.00+/-

SOURCE OF FUNDING:

Filtration Plant
Fund Line: 513-523-W154-4254
513-523-W154-4258
513-523-W154-4256
513-523-W154-4255
513-523-W154-4259

BILL NO. S-88-12-17

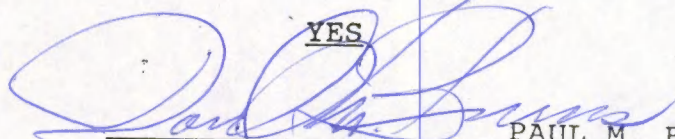
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) ~~XXXXXXXXXX~~ (RESOLUTION) approving the awarding
of Reference #856 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and Tennessee
Chemical Company; Bonded Chemicals Corporation; Jones
Chemicals, Inc.; Kaiser Chemicals; Hamler Industries,
Inc.; and Liquid Carbonic Carbon Dioxide Corporation
for the Water Filtration Plant

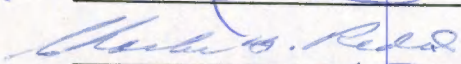
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

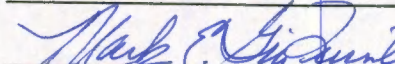
NO



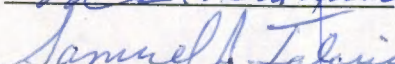
PAUL M. BURNS
CHAIRMAN



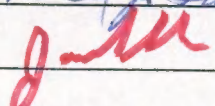
CHARLES B. REDD
VICE CHAIRMAN



MARK E. GIAQUINTA

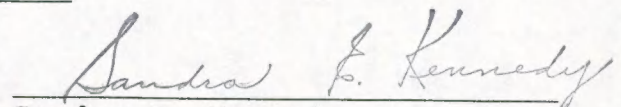


SAMUEL J. TALARICO



JAMES S. STIER

CONCURRED IN 12-27-88


Sandra E. Kennedy
City Clerk